

Prepared by: Infrastructure Design Group, Inc.  
3241 E Bison Trail  
Sioux Falls, SD 57108  
Phone: 605-271-5527

## **TEMPORARY CONSTRUCTION EASEMENT**

THIS EASEMENT granted this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by  
Fareway Stores Inc. (Owner), to the City of Harrisburg, South Dakota (City).

WHEREAS, the City will construct the Cliff Avenue and Willow Street Improvements project (Project), which is adjacent to the Owner's land, and the Owner will cooperate with the City in the construction of the Project to its mutual benefit. The City's construction improvements within this easement shall meet the Owner's approval.

NOW, THEREFORE, in consideration of the construction of the Project by the City, the Owner hereby grants to the City a temporary construction easement for purposes of grading, backslope, landscaping, excavation work for cut and fill needs, driveway and sidewalk construction, and other related construction in accordance with the plans and specifications on file in the office of the City Engineer of the City upon the following legally described real estate in Lincoln County, South Dakota:

Tract 9 of Devitt Farm Addition to the City of Harrisburg, Lincoln County, South Dakota as shown on Plan Sheets E.02 and E.03 attached to and made part of this easement.

The City may use the temporary construction easement area for the proper construction of the Project, and the City, its agents, representatives, assigns, or any contractor employed by the City may enter the temporary construction easement area and make any changes to it that are necessary for the proper construction of the Project. All the areas used shall be sloped, graded, and restored as is practicable and left in a neat and workmanlike manner.

THE OWNER, heirs, successors, or assigns shall not interfere with or disturb the construction work within the easement area without written approval of the City or its authorized representatives.

THE FOLLOWING CONDITIONS are a part of this easement:

1. The City will hold the Owner harmless from any claims for damage arising out of the City's use of the temporary easement area.
2. City contractors will seed, fertilize, and mulch the disturbed grass areas at the end of the Project, and the Owner will incur no costs. Owner is responsible for grass establishment and maintenance after the Project ends, including the adjoining public right-of-way.

3. City contractors will remove and replace impacted gravel, concrete and/or asphalt entrance, and parking lot (including curb) within the easement areas as part of the Project. City contractor will match existing pavement approach section of 8" portland cement concrete with a 4" granular base in disturbed areas. Owner will incur no costs.
4. To the extent of any conflict with the terms of this easement and the plans on file with the City, the terms of this easement shall control.
5. Owner will incur no costs or assessments related to the Project.
6. City contractor will not disturb existing concrete flumes off the existing parking lot.

The City may enter upon the above-described property to commence construction upon approval of this easement. This easement shall be effective for one year after the completion of the project.

IN WITNESS WHEREOF, the Owner has executed this easement this 27<sup>th</sup> day of April, 2022.

Garrett S. Piekapp  
Fareway Stores Inc, Representative

STATE OF Iowa )  
 )SS  
COUNTY OF Boone )

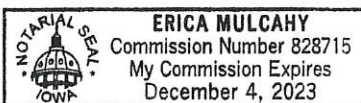
On this 27<sup>th</sup> day of April, in the year 2022, before me the undersigned Notary Public within and for said County and State, has personally appeared Garrett S. Piekapp, known to me to be the person described in, and who executed the within instrument and acknowledged to me that he executed the same.

In witness whereof, I hereunto set my hand and official seal.

(SEAL)

Erica Mulcahy  
Notary Public

My Commission Expires: 12/4/2023

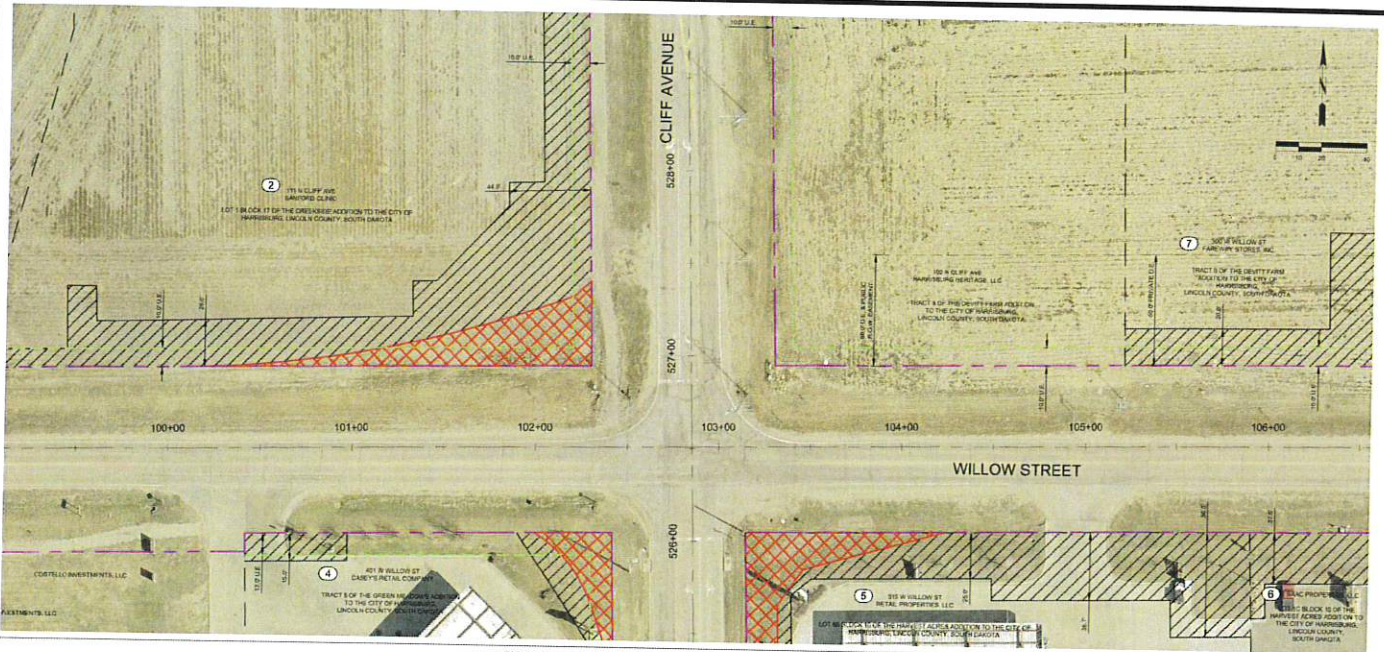


Approved: \_\_\_\_\_ day of: \_\_\_\_\_ 2022.

**City of Harrisburg**

By \_\_\_\_\_

Attest \_\_\_\_\_



STATION TO STATION				TABLE OF RIGHT OF WAY AND EASEMENTS			
					OWNER	LEGAL DESCRIPTION	
4	101+90.36-46.3'	TO	102+41.74-46.3'	RT	CASEY'S RETAIL COMPANY	CONSTRUCTION	3152 Sq Ft
	525+14.62-44.2'	TO	526+05.02-44.2'	LT			
	101+99.20-46.3'	TO	102+41.74-46.3'	RT			
	525+14.62-44.2'	TO	526+05.02-44.2'	LT			
5	103+14.75-46.3'	TO	104+24.46.3'	RT	RETAIL PROPERTIES, LLC	RIGHT OF WAY	5453 Sq Ft
	523+54.16-28.8'	TO	526+04.17-28.8'	RT			
	103+32.19-85.6'	TO	105+89.66-46.3'	RT		CONSTRUCTION	9855 Sq Ft
	523+53.97-45.8'	TO	526+02.96-136.1'	RT			
6	105+89.66-46.3'	TO	107+14.68-46.2'	RT	BAAC PROPERTIES, LLC	CONSTRUCTION	5069 Sq Ft
7	105+21.72-43.9'	TO	109+23.05-43.9'	LT	FAREWAY STORES, INC.	CONSTRUCTION	16566 Sq Ft

LEGEND  
 TEMPORARY EASEMENT  
 H-LOT



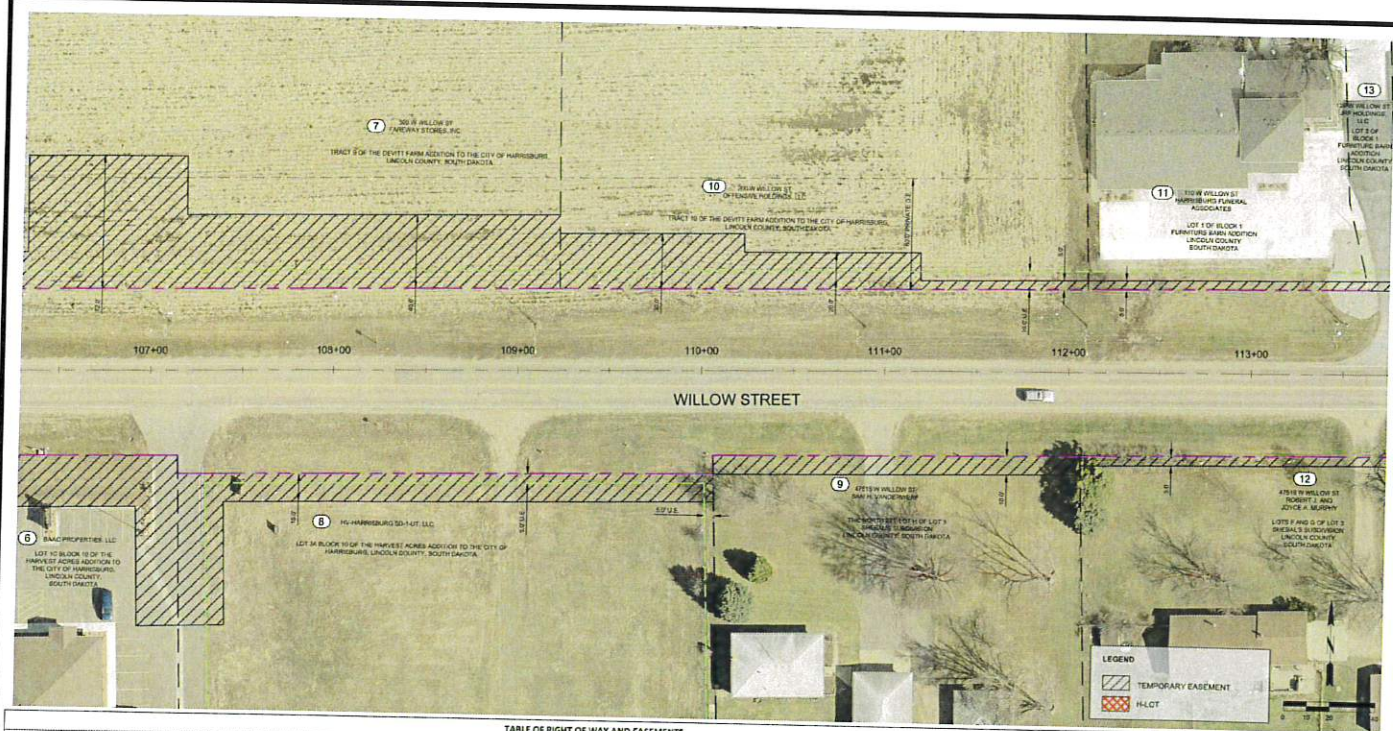


TABLE OF RIGHT OF WAY AND EASEMENTS						
STATION TO STATION	SIDE	TYPE	PURPOSE	AREA	OWNER	LEGAL DESCRIPTION
8 107+14.79-56.2' TO 110+06.69-56.0'	RT	TEMP	CONSTRUCTION	6044 Sq Ft	HV-HARRISBURG SD-1 UT, LLC	LOT 3A, BLOCK 10 HARVEST ACRES ADDITION
9 110+06.52-46.0' TO 112+06.64-45.5'	RT	TEMP	CONSTRUCTION	1999 Sq Ft	SAM H. VANDERWERF	THE NORTH 271' OF LOT H OF LOT 3 SHEBAL'S SUBDIVISION
10 109+23.05-43.5' TO 112+10.52-44.6'	LT	TEMP	CONSTRUCTION	5384 Sq Ft	OFFENSIVE HOLDINGS, LLC	TRACT 10 DEVITT FARM ADDITION
11 112+10.52-44.6' TO 113+04.01-45.5'	LT	TEMP	CONSTRUCTION	765 Sq Ft	HARRISBURG FUNERAL ASSOCIATES, LLC	LOT 1 BLOCK 1 HARRISBURG FURNITURE BARN ADDITION
12 112+06.64-45.5' TO 114+06.38-44.2'	RT	TEMP	CONSTRUCTION	998 Sq Ft	ROBERT J. AND JOYCE A. MURPHY	LOT G OF LOT 3 SHEBAL'S SUBDIVISION
13 113+04.01-45.5' TO 113+09.65-45.7'	LT	TEMP	CONSTRUCTION	128 Sq Ft	IRF HOLDINGS, LLC	LOT 2 BLOCK 1 HARRISBURG FURNITURE BARN ADDITION

HARRISBURG ROUNDAABOUT  
CLIFF AVENUE & WILLOW STREET  
HARRISBURG, SD

ROW AND EASEMENTS

infrastructure  
DESIGN-BUILD-OPERATE

E.03